



PATENT
Attorney Docket No. 29505/39547

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: McEvilly, <i>et al.</i>)	Title	METHOD AND SYSTEM FOR
)		USER-DEFINABLE FUN
)		MESSAGING
Serial No.: 10/747,634)		
)	Group Art Unit:	2681
Filed: December 29, 2003)	Examiner:	Not Yet Assigned

STATEMENT OF FACTS UNDER 37 C.F.R. § 1.47(a)

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Sir:

Jeffrey K. Berger hereby states as follows:

1. I am authorized by Motorola, Inc (hereinafter "Motorola"), the assignee of the above-identified patent application (hereinafter "the present patent application"), to make this statement in my capacity as patent counsel for Motorola. A copy of the assignments executed by all of the joint inventors, except for Ms. Marie White, are attached hereto as Attachment A.

2. I make this declaration to provide facts known to me or made known to me concerning Motorola's inability to find or reach Ms. Marie White to join in the application and to sign a declaration and assignment for the present patent application after having made a diligent effort to do so. Ms. Marie White is one of six co-inventors of the present patent application. The other five co-inventors (Carlos I. McEvilly, Manjirath A. Chatterjee, Jin Guo, Jens Nagel, and Rudolf Schusteritsch) have executed declarations for the present patent application, for themselves and on behalf of their nonsigning coinventor, Ms. White. Copies of the declarations executed by all of the joint inventors, except for Ms. White, are submitted herewith as Attachment B.

3. At the time of invention of the subject matter described and claimed in the patent application, Ms. White was employed by Motorola as a Student Intern. The invention was made within the course and scope of Ms. White's employment with

Motorola. Subsequently, Ms. White left her internship and returned to her studies at Stanford University.

4. Ms. White was under an obligation to assign patent rights to Motorola for inventions made within the course and scope of her work at Motorola as evidenced by a copy of her employment agreement (Attachment C).

4. Ms. White's last-known residential address is:

P.O. Box 17015
Stanford, CA 94309

5. On or about November 12, 2003, a letter was sent to Ms. White's last known address requesting a reply concerning her involvement in the patent filing process. A copy of the November 12, 2003, letter to Ms. White is enclosed herewith as Attachment D. A similar letter to Mr. Schusteritsch was successful in re-establishing contact with him.

7. Attempts to obtain an updated address by contacting her former co-workers, Motorola management, and email to her school email account have been unsuccessful in establishing contact with Ms. White.

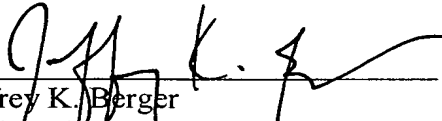
8. As of this date, I believe a diligent effort has been made to obtain Ms. White's signature on a declaration for the patent application.

9. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

10. A petition fee in the amount of \$130 in accordance with 37 C.F.R. §1.17(h) is submitted herewith.

On the basis of these facts and for the foregoing reasons it is respectfully requested that the Commissioner accept the declaration submitted herewith accepting the signatures of the other co-inventors on behalf of Ms. Marie White.

Date: June 4, 2004



Jeffrey K. Berger
Registration No.: 51,460
MARSHALL, GERSTEIN & BORUN LLP
233 S. Wacker Drive, Suite 6300
Sears Tower
Chicago, Illinois 60606-6357
(312) 474-6300
Agent for Applicant

Attachment A

Copies of the assignments of the remaining inventors except for Marie White as evidence of the right of Motorola to the invention.

Attachment B

Copies of declaration signed by the remaining inventors and on behalf of the missing inventor Marie White.

Attachment C

Copy of Ms. White's executed employment agreement agreeing to assign all patent rights to Motorola for inventions made within the course and scope of her work during her employment by Motorola.

Attachment D

Copy of the November 12, 2003, letter to Ms. Marie White enclosing the declaration for the present patent application and addressed to Ms. Marie White's last known residential address.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECLARATION FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

METHOD AND SYSTEM FOR USER-DEFINABLE FUN MESSAGING

the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by an amendment, if any, specifically referred to herein.

I acknowledge the duty to disclose all information known to me that is material to patentability in accordance with Title 37, Code of Federal Regulations, § 1.56.

FOREIGN PRIORITY CLAIM

I hereby claim foreign priority benefits under Title 35, United States Code § 119(a)-(d) of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

☒ no such foreign applications have been filed

☐ such foreign application have been filed as follows:

**EARLIEST FOREIGN APPLICATION(S), IF ANY FILED WITHIN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

Application Number	Country	Date of Filing (dd/mm/yyyy)	Priority Claimed Under 35 USC 119
			___ Yes No ___
			___ Yes No ___
			___ Yes No ___

**ALL FOREIGN APPLICATION(S), IF ANY FILED MORE THAN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

Application Number	Country	Date of Filing (dd/mm/yyyy)

CLAIM FOR BENEFIT OF EARLIER U.S. PROVISIONAL APPLICATIONS

I hereby claim priority benefits under Title 35, United States Code §119(e), of any United States provisional patent application(s) listed below:

☐ no such U.S. provisional applications have been filed.

☐ such U.S. provisional application have been filed as follows:

Application Number	Date of Filing (dd/mm/yyyy)	Priority Claimed Under 35 USC 119
		___ Yes No ___
		___ Yes No ___
		___ Yes No ___

CLAIM FOR BENEFIT OF EARLIER U.S./PCT APPLICATION(S)

I hereby claim the benefit under Title 35, United States Code, §120 of the United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose all information that is material to patentability in accordance with Title 37, Code of Federal

Regulations, §1.56 which became available to me between the filing date of the prior application and the national or PCT international filing date of this application:

☐ no such U.S./PCT applications have been filed.

☐ such U.S./PCT application have been filed as follows:

Application Number	Date of Filing (dd/mm/yyyy)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

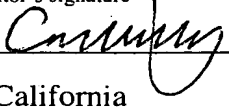
I hereby appoint:

Practitioners at Customer No.

29978

my attorneys at law/patent agent(s), with full power of substitution, delegation and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the U. S. Patent and Trademark Office connected therewith.

Please mail all correspondence to the above-mentioned customer number.

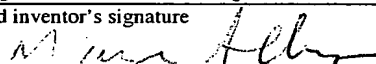
Full name of sole or first inventor Carlos I. McEvelly	
Sole or first inventor's signature 	Date 5/25/04
Residence Cupertino, California	
Citizenship United States	
Mailing Address 2111 Red Fir Ct. Cupertino, CA 95014	

Full name of second inventor, if any Manjirath A. Chatterjee	
Second inventor's signature	Date
Residence Sunnyvale, California	
Citizenship United States	
Mailing Address 247 Arriba #9 Sunnyvale, CA 94086	

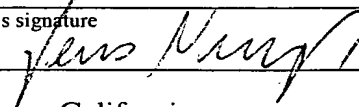
Full name of third inventor, if any Jin Guo	
Third inventor's signature	Date
Residence Sunnyvale, California	
Citizenship China	
Mailing Address 10112 Imperial Avenue Cupertino, CA 95014	

Full name of fourth inventor, if any Jens Nagel	
Fourth inventor's signature	Date
Residence San Francisco, California	
Citizenship Germany	
Mailing Address 183 Parnassus Ave. #5 San Francisco, CA 94117	

Full name of sole or first inventor Carlos I. McEvilly	
Sole or first inventor's signature	Date
Residence Redwood City, California	
Citizenship United States	
Mailing Address 1410 Hudson St. #7 Redwood City, CA 94061	

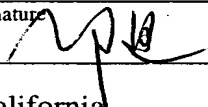
Full name of second inventor, if any Manjirnath A. Chatterjee	
Second inventor's signature 	Date 1/15/2004
Residence Sunnyvale, California	
Citizenship United States	
Mailing Address 247 Arriba #9 Sunnyvale, CA 94086	

Full name of third inventor, if any Jin Guo	
Third inventor's signature	Date
Residence Sunnyvale, California	
Citizenship China	
Mailing Address 1589 Blackhawk Drive Sunnyvale, CA 94087	

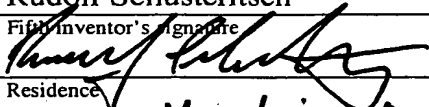
Full name of fourth inventor, if any Jens Nagel	
Fourth inventor's signature 	Date 1/15/2004
Residence San Francisco, California	
Citizenship Germany	
Mailing Address 183 Parnassus Ave. #5 San Francisco, CA 94117	
725 Burnett Ave. #6 San Francisco, CA 94131	

Full name of sole or first inventor Carlos I. McEvelly	
Sole or first inventor's signature	Date
Residence Cupertino, California	
Citizenship United States	
Mailing Address 2111 Red Fir Ct. Cupertino, CA 95014	

Full name of second inventor, if any Manjmath A. Chatterjee	
Second inventor's signature	Date
Residence Sunnyvale, California	
Citizenship United States	
Mailing Address 247 Arriba #9 Sunnyvale, CA 94086	

Full name of third inventor, if any Jin Guo	
Third inventor's signature 	Date 5/6/04
Residence Sunnyvale, California	
Citizenship China	
Mailing Address 10112 Imperial Avenue Cupertino, CA 95014	

Full name of fourth inventor, if any Jens Nagel	
Fourth inventor's signature	Date
Residence San Francisco, California	
Citizenship Germany	
Mailing Address 183 Parnassus Ave. #5 San Francisco, CA 94117	

Full name of fifth inventor, if any Rudolf Schusteritsch	
Fifth inventor's signature 	Date DEC 17 2003
Residence Germany Mountain View, California	
Citizenship Mountain View, California Germany	
Mailing Address 777 W. Middlefield Rd., #160 Mountain View, CA 94043	

Full name of sixth inventor, if any Marie E. White	
Sixth inventor's signature	Date
Residence Stanford, California	
Citizenship United States	
Mailing Address P.O. Box 17015 Stanford, CA 94309	

**MOTOROLA**

EMPLOYMENT AGREEMENT

In consideration of my employment, or continued employment by Motorola, or its subsidiaries (referred to separately or together as "Motorola") and the salary or wages paid to me, I understand and agree to the following provisions for the protection of Motorola property rights:

1. Not to disclose to Motorola, or to use in my work at Motorola (a) any confidential information belonging to others, including my prior employers (unless written authorization is first obtained), or (b) any prior inventions made by me which Motorola is not otherwise entitled to learn of or to use.
2. Not to use, or publish, or to otherwise disclose to others, either during or subsequent to my employment by Motorola, any confidential information of Motorola or its customers, except as my Motorola duties may require.
3. Upon termination of my employment by Motorola, to promptly deliver to a designated Motorola representative all documents and other records which relate to the business activities of Motorola, or any other materials which belong to Motorola.
4. To assign and I hereby assign to Motorola as its exclusive property the entire right, title and interest in all my inventions, innovations, or ideas developed or conceived by me solely, or jointly with others, at any time during the term of my employment and which inventions, innovations, or ideas relate to the actual or anticipated business activities of Motorola, or result from, or are suggested by, work which I do for Motorola.
5. To make and maintain written records of all inventions, innovations, or ideas referred to in paragraph 4 above and to submit promptly such records, and supplemental oral disclosures, to designated representatives of Motorola.
6. To execute all papers, and otherwise provide proper assistance, at Motorola's request and expense, during and subsequent to my employment by Motorola to enable Motorola or its nominees to obtain patents, copyrights, and legal protection for inventions or innovations in any country.
7. I represent that the inventions identified in the _____ pages I attach hereto comprise all the unpatented inventions which I have made or conceived prior to my employment by Motorola, which inventions shall be excluded from this agreement. (It is only necessary to list the title of such inventions and the purpose thereof, but not details of the invention itself per paragraph 1(b)). IF THERE ARE NO SUCH UNPATENTED INVENTIONS TO BE EXCLUDED, EMPLOYEE INITIAL HERE mw
8. I further represent that I have attached hereto a copy of any agreement which presently affects my compliance with the terms of this present agreement. (Such copy must specify the other contracting party or employer, the date of such agreement, the date of termination of any employment). IF THERE IS NO SUCH AGREEMENT, EMPLOYEE INITIAL HERE mw

This agreement replaces any existing employee agreement between Motorola and me regarding patents and/or confidential information and shall be binding on my executors, administrators, heirs, legal representatives or assigns.

This agreement may not be modified except in writing with approval of an officer of Motorola.

WITNESS		EMPLOYEE	
SIGNATURE 		SIGNATURE 	
TYPED OR PRINTED NAME E. ARSONA JR		TYPED OR PRINTED NAME Marie White	
DATE 5/24/99		DATE 5/24/99	

Distribution: White - Patent Dept, Canary - Personnel Folder, Pink - Employee Copy

**MOTOROLA**

EMPLOYMENT AGREEMENT

In consideration of my employment, or continued employment by Motorola, or its subsidiaries (referred to separately or together as "Motorola") and the salary or wages paid to me, I understand and agree to the following provisions for the protection of Motorola property rights:

1. Not to disclose to Motorola, or use in my work at Motorola (a) any confidential information belonging to others, including my prior employers (unless written authorization is first obtained), or (b) any prior inventions made by me which Motorola is not otherwise entitled to learn of or to use.
2. Not to use, or publish, or to otherwise disclose to others, either during or subsequent to my employment by Motorola, any confidential information of Motorola or its customers, except as my Motorola duties may require.
3. Upon termination of my employment by Motorola, to promptly deliver to a designated Motorola representative all documents and other records which relate to the business activities of Motorola, or any other materials which belong to Motorola.
4. To assign and I hereby assign to Motorola as its exclusive property the entire right, title and interest in all my inventions, innovations, or ideas developed or conceived by me solely, or jointly with others, at any time during the term of my employment and which inventions, innovations, or ideas relate to the actual or anticipated business activities of Motorola, or result from, or are suggested by, work which I do for Motorola.
5. To make and maintain written records of all inventions, innovations, or ideas referred to in paragraph 4 above and to submit promptly such records, and supplemental oral disclosures, to designated representatives of Motorola.
6. To execute all papers, and otherwise provide proper assistance, at Motorola's request and expense, during and subsequent to my employment by Motorola to enable Motorola or its nominees to obtain patents, copyrights, and legal protection for inventions or innovations in any country.
7. I represent that the inventions identified in the 0 pages I attach hereto comprise all the unpatented inventions which I have made or conceived prior to my employment by Motorola, which inventions shall be excluded from this agreement. (It is only necessary to list the title of such inventions and the purpose thereof, but not details of the invention itself per paragraph 1(b)). IF THERE ARE NO SUCH UNPATENTED INVENTIONS TO BE EXCLUDED, EMPLOYEE INITIAL HERE WJ
8. I further represent that I have attached hereto a copy of any agreement which presently affects my compliance with the terms of this present agreement. (Such copy must specify the other contracting party or employer, the date of such agreement, the date of termination of any employment). IF THERE IS NO SUCH AGREEMENT, EMPLOYEE INITIAL HERE WJ

This agreement replaces any existing employee agreement between Motorola and me regarding patents and/or confidential information and shall be binding on my executors, administrators, heirs, legal representatives or assigns.

This agreement may not be modified except in writing with approval of an officer of Motorola.

WITNESS		EMPLOYEE	
SIGNATURE		SIGNATURE	
TYPED OR PRINTED NAME	<u>Debra Egan</u>	TYPED OR PRINTED NAME	<u>Marie White</u>
DATE	<u>17 June 2002</u>	DATE	<u>June 12, 2002</u>

Distribution: White - Patent Dept, Canary - Personnel Folder, Pink - Employee Copy

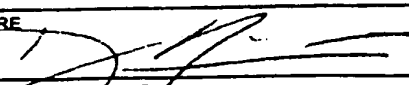

**MOTOROLA****EMPLOYMENT AGREEMENT**

In consideration of my employment, or continued employment by Motorola, or its subsidiaries (referred to separately or together as "Motorola") and the salary or wages paid to me, I understand and agree to the following provisions for the protection of Motorola property rights:

1. Not to disclose to Motorola, or use in my work at Motorola (a) any confidential information belonging to others, including my prior employers (unless written authorization is first obtained), or (b) any prior inventions made by me which Motorola is not otherwise entitled to learn of or to use.
2. Not to use, or publish, or to otherwise disclose to others, either during or subsequent to my employment by Motorola, any confidential information of Motorola or its customers, except as my Motorola duties may require.
3. Upon termination of my employment by Motorola, to promptly deliver to a designated Motorola representative all documents and other records which relate to the business activities of Motorola, or any other materials which belong to Motorola.
4. To assign and I hereby assign to Motorola as its exclusive property the entire right, title and interest in all my inventions, innovations, or ideas developed or conceived by me solely, or jointly with others, at any time during the term of my employment and which inventions, innovations, or ideas relate to the actual or anticipated business activities of Motorola, or result from, or are suggested by, work which I do for Motorola.
5. To make and maintain written records of all inventions, innovations, or ideas referred to in paragraph 4 above and to submit promptly such records, and supplemental oral disclosures, to designated representatives of Motorola.
6. To execute all papers, and otherwise provide proper assistance, at Motorola's request and expense, during and subsequent to my employment by Motorola to enable Motorola or its nominees to obtain patents, copyrights, and legal protection for inventions or innovations in any country.
7. I represent that the inventions identified in the 0 pages I attach hereto comprise all the unpatented inventions which I have made or conceived prior to my employment by Motorola, which inventions shall be excluded from this agreement. (It is only necessary to list the title of such inventions and the purpose thereof, but not details of the invention itself per paragraph 1(b)). IF THERE ARE NO SUCH UNPATENTED INVENTIONS TO BE EXCLUDED, EMPLOYEE INITIAL HERE ES
8. I further represent that I have attached hereto a copy of any agreement which presently affects my compliance with the terms of this present agreement. (Such copy must specify the other contracting party or employer, the date of such agreement, the date of termination of any employment). IF THERE IS NO SUCH AGREEMENT, EMPLOYEE INITIAL HERE ES

This agreement replaces any existing employee agreement between Motorola and me regarding patents and/or confidential information and shall be binding on my executors, administrators, heirs, legal representatives or assigns.

This agreement may not be modified except in writing with approval of an officer of Motorola.

WITNESS		EMPLOYEE	
SIGNATURE		SIGNATURE	
TYPED OR PRINTED NAME	<u>Dennis Knight</u>	TYPED OR PRINTED NAME	<u>Schusteritsch, Rudolf</u>
DATE	<u>17 June 2002</u>	DATE	<u>06/17/02</u>

Distribution: White - Patent Dept, Canary - Personnel Folder, Pink - Employee Copy

MARSHALL, GERSTEIN & BORUN LLP



ATTORNEYS-AT-LAW

JEFFREY K. BERGER
Registered Patent Agent
jberger@marshallip.com

November 12, 2003

Ms. Marie White
P.O. Box 17015
Stanford, CA 94309

Re: Patent Application For
Method and System for User-Definable Fun Messaging
Motorola Reference: CS21765RL - McEvilly
Our Reference: 29505/39547

Dear Ms. White:

As we are preparing to file the above-identified application, we would like to confirm that our records reflect your most current address. Enclosed please find a postcard for you to complete and return to us as soon as possible.

We appreciate your cooperation in this and look forward to receiving the return postcard as your continued assistance in the filing process may be needed. If we do not receive the postcard in due time, we will file the application with your last-known address listed.

Regards,

Jeffrey K. Berger

JKB/env
Enclosure
cc: Anthony G. Sitko

BEST AVAILABLE COPY

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, **Carlos I. McEvilly**, Redwood City, California; **Manjirnath A. Chatterjee**, Sunnyvale, California; **Jun Guo**, Sunnyvale, California; **Jens Nagel**, San Francisco, California; **Rudolf Schusteritsch**, Mountain View, California; and **Marie E. White**, Stanford, California, have sold, assigned and transferred, and do hereby sell, assign and transfer, unto MOTOROLA, INC., a corporation of the State of Delaware, having its principal office in Schaumburg, State of Illinois, United States of America, and its successors, assigns, and legal representatives, the entire right, title and interest for the United States of America in and to certain inventions relating to improvements in **METHOD AND SYSTEM FOR USER-DEFINABLE FUN MESSAGING** (Docket No. 29505/39547), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by us on the dates indicated by our signatures below, together with the entire right, title and interest in and to the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation or reissue thereof.

We hereby also sell, assign and transfer unto MOTOROLA, INC., the entire right, title and interest in and to the invention and in and to applications for Letters Patent therefore in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of the invention and the applications for Letters Patent in foreign countries, and we further authorize MOTOROLA, INC. to apply for Letters Patent in foreign countries directly in its own name, and to claim priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

We hereby authorize and request the Commissioner of Patents of the United States of America to issue Letters Patent upon the aforesaid application, division, extension, continuation or reissue, to MOTOROLA, INC., for the sole use and benefit of MOTOROLA, INC., its successors, assigns and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by me had this assignment not been made, and we hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to MOTOROLA, INC.

We agree that, when requested, we will, without charge to MOTOROLA, INC., but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in MOTOROLA, INC., its successors, assigns and legal representatives or nominees.

We covenant with MOTOROLA, INC., its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

We grant to MOTOROLA, INC., its successors, assigns and legal representatives the power to insert on this assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Carlos I. McEvilly
Carlos I. McEvilly

DATE: 5/25/04

STATE OF California

COUNTY OF Santa Clara

SS:

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Carlos I. McEvilly whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

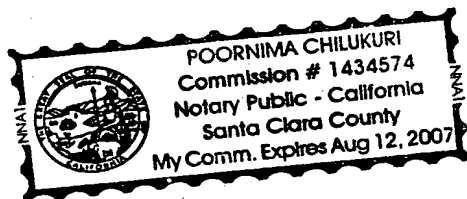
Given under my hand and notarial seal this 25 day of May, 2004

My commission expires:

Aug 12th - 2007.

Poornima Chilukuri
Notary Public Signature

POORNIMA CHILUKURI
Printed Name of Notary Public



Manjirath A. Chatterjee
Manjirath A. Chatterjee

DATE: 2003. 11. 24

STATE OF California

SS:

COUNTY OF Santa Clara

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Manjirath A. Chatterjee whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

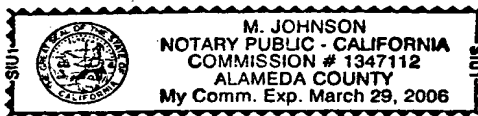
Given under my hand and notarial seal this 24 day of November, 2003.

My commission expires:

March 29, 2006

[Signature]
Notary Public Signature

M. Johnson
Printed Name of Notary Public



Jin Guo

DATE: 5/6/04

STATE OF California

COUNTY OF Santa Clara

SS:

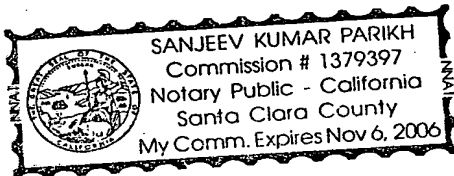
The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Jin Guo whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of May 2004, 2004.

My commission expires: Nov 6 2006

[Signature]
Notary Public Signature

SANJEEV K PARIKH
Printed Name of Notary Public



Jens Nagel
Jens Nagel

DATE: 1/15/2004

STATE OF California
COUNTY OF Santa Clara

SS:

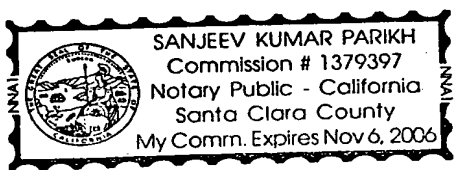
The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Jens Nagel whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of Jan 2004, 2004.

My commission expires:

Sanjeev K Parikh
Notary Public Signature

Sanjeev K Parikh
Printed Name of Notary Public



Rudolf Schusteritsch
Rudolf Schusteritsch

DATE: DEC 17 2003

STATE OF California
COUNTY OF Santa Clara SS:

The undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Rudolf Schusteritsch whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of December, 2003.

My commission expires:

May 5, 2005

Pamela Shore
Notary Public Signature

Pamela Shore
Printed Name of Notary Public

